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its stateroom passengers differ in no essential respect from those that exist between an inn-keeper and his guests." For cases holding steamboat company not liable as inn-keeper see *Steamboat "Crystal Palace" v. Vanderpool*, 16 B. Mon. 302; *Clark v. Burns*, 118 Mass. 275.

Railroad Companies—Receivers—Supply Claims—Diversion—Equity—Reasonable Time.—*Southern Ry. Co. v. Carnegie Steel Co., Limited*, 76 Fed. Rep. 492 (Va.). When renewable notes of a railroad company were taken in payment for current supplies, and after renewal, but before maturity, the company went into the hands of a receiver, it was held that such notes for current supplies, contracted within a reasonable time before the receivership, and, by the principles governing the administration of the assets of a railroad by receivers, payable from the surplus earnings, have a priority over claims for improvements, interest, or dividends, and equity will give supply creditors, as against mortgage creditors, the right to recover money thus spent. The case of *Bound v. Railway Co.*, 8 U. S. App. 472; 7 C. C. A. 322, and 58 Fed. Rep. 473, was distinguished in that the appellant, by taking notes for eight months was held to have assented to the use of the earnings for the payment of interest. Similar decision in *Southern Ry. v. American Brake Co. et al.*, 76 Fed. Rep. 502, and in *Southern Ry. Co. v. Tillett*, 76 Fed. Rep. 507, in a claim for necessary repairs.

Municipal Corporations—Public Improvements—Enactment of Ordinances—Evidence of Fraud.—*Morse et al. v. City of Wesport et al.*, 37 S. W. Rep. 932 (Mo.). The fact that a city council orders a large number of streets to be macadamized and curbed at the expense of the abutting property owners in anticipation of a new legislative enactment forbidding cities to pass such ordinances, except upon petition of a majority of the resident real estate owners, held by a majority of the court not, in itself, proof of fraud.

INSURANCE.

Marine Insurance—Substitution—Construction of Contract.—*New Haven Steamboat Co. v. Providence Washington Ins. Co.*, 41 N. Y. Supp. 1042. An insurance policy was issued on plaintiff's steamer *C. H. Northam*, the policy providing that the insurance should cover any other steamer that should take her place, notice of such substitution to be given. Soon after the steamer